

CITY OF EVERETT
COMMONWEALTH OF MASSACHUSETTS
CABLE TELEVISION RENEWAL LICENSE

GRANTED TO

TIME WARNER ENTERTAINMENT COMPANY, L.P.

JOHN R. McCARTHY
MAYOR
CITY OF EVERETT
MASSACHUSETTS

JANUARY 11, 1996

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A G R E E M E N T

This Cable Television Renewal License entered into this ____th day of December 1995, by and between Time Warner Entertainment Company, L.P., and the Mayor of the City of Everett, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

W I T N E S S E T H

WHEREAS, the Issuing Authority of the City of Everett, Massachusetts, pursuant to M.G.L. c. 166A, is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the City of Everett; and

WHEREAS, the Issuing Authority conducted public hearings, pursuant to Section 626(a) of the Cable Communications Policy Act of 1984, as amended, on January 20, 1994, February 10, 1994, February 24, 1994 and April 7, 1994 to 1) ascertain the future cable-related community needs and interests of Everett, and 2) review the performance of Time Warner Cable during its current license term; and

WHEREAS, pursuant to Section 626(b) of the Cable Communications Policy Act of 1984, as amended, the Issuing Authority of the City of Everett on September 1, 1994 issued a Request

For A Cable Television Renewal Proposal for a Renewal License to construct, upgrade, operate and maintain a Cable Television System; and

WHEREAS, Time Warner Cable submitted a License Renewal Proposal to the City of Everett, dated October 31, 1994, with respect to a Renewal License to construct, upgrade, operate and maintain a Cable Television System in the City of Everett; and

WHEREAS, the Issuing Authority and Time Warner Cable did engage in good faith negotiations to further clarify said Renewal Proposal and did agree on terms of a Renewal License; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, upgrade provisions, Cable Television System design and other proposals of Time Warner Cable; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the City of Everett to grant a non-exclusive Renewal License to Time Warner Cable.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1 --- DEFINITIONS: For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

1) Access: The right or ability of any Everett resident and/or any persons affiliated with an Everett institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

2) Access Channel: A video channel which Time Warner Cable shall make available to the City of Everett, without charge, for the purpose of transmitting programming by members of the public, City departments and agencies, public schools, educational, institutional and similar organizations.

3) Advisory Committee: The Cable Television Advisory Committee as may be appointed and designated by the Issuing Authority, from time to time.

4) Affiliate or Affiliated Person: Any Person who or which directly or indirectly controls and owns an interest in Time Warner Cable; any Person which Time Warner Cable directly or indirectly controls and in which Time Warner Cable owns an interest; and any Person directly or indirectly subject to control and owned in whole or in part by a Person who or which directly or indirectly controls and owns an interest in Time Warner Cable; provided, however, that this definition shall not be deemed to apply to any programming or publishing service provided by an Affiliate, carried in the normal course of business.

5) Application: The renewal proposal submitted by Time Warner Cable to the Issuing Authority of the City of Everett on October 31, 1994.

6) Basic Service: The lowest service tier, other than a Pay Cable Service, distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental Access Channels and all broadcast Signals, if any, required to be carried on Basic Service pursuant to federal law, or this Renewal License to the extent it is not inconsistent with federal law.

7) CMR: The acronym for Code of Massachusetts Regulations.

8) Cable Act: Cable Communications Policy Act of 1984 (the "1984 Cable Act"), Public Law No. 98-549, 98 Stat. 2779 (1984), as amended by the Cable Television Consumer Protection and Competition Act of 1992 (the "1992 Cable Act"), Public Law No. 102-385, 106 Stat. 1460 (1992).

9) Cable Service: The two-way transmission to Subscribers of video programming or other programming services, together with Subscriber interaction, if any, which is required for the selection of such video programming or other programming services, which Time Warner Cable may make available to all Subscribers generally.

10) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment, that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within the City.

11) City: The City of Everett, Massachusetts.

12) City Solicitor: The City Solicitor of the City of Everett, Massachusetts.

13) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

14) Commission: The Massachusetts Community Antenna Television Commission, pursuant to Chapter 166A of the General Laws of the Commonwealth of Massachusetts.

15) Converter: Any device changing the frequency of a Signal. A Subscriber converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

16) Department of Public Works ("DPW"): The Department of Public Works of the City of Everett, Massachusetts.

17) Digital Compression Technology: A commercially proven technology within the cable television industry by which the Licensee may compress the existing channels, on a 5:1 basis (five NTSC channels can be transmitted on 6 MHz or more), or such other ratio as the Licensee in its discretion may choose to utilize.

18) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of programming.

19) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

20) Educational Access Channel: A specific channel(s) on the Cable System made available by Time Warner Cable to educational institutions and/or educators wishing to present non-commercial educational programming and/or information to the public.

21) Effective Date of the Renewal License (the "Effective Date"): January 11, 1996.

22) Execution Date of Renewal License (the "Execution Date"): January 11, 1996.

23) FCC: The Federal Communications Commission, or any successor agency.

24) Government Access Channel: A specific channel(s) on the Cable System made available by Time Warner Cable to the Issuing Authority and/or his designees wishing to present non-commercial programming and/or information to the public.

25) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the carriage of Signals over the Cable Television System including,

without limitation: the distribution of any Service over the System; the provision of any Service Related Activity in connection with the operation of the System; Basic Service monthly fees; all other Service fees; installation, reconnection, downgrade, upgrade and any similar fees; all Commercial Subscriber revenues; fees paid for channels designated for commercial use; Converter and remote control rentals, leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and revenue derived by Time Warner Cable and/or any Affiliate(s) from the sale of products in any way advertised or promoted on the System. In the event that an Affiliate is responsible for advertising, advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate for said Affiliate's use of the Cable System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the City that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage.

26) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

27) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of i) Signal processing or switching, or ii) placement of a fiber node, microwave link or transportation super trunk.

28) Institutional Network ("I-Net"): The separate cable, consisting of Upstream and Downstream Channels, said channels for the use of the Issuing Authority, his departments and designees and the Licensee.

29) Issuing Authority: The Mayor of the City of Everett, Massachusetts.

30) Leased Channel or Leased Access: A video channel which the Licensee shall make available pursuant to Section 612 of the Cable Act.

31) License Fee or Franchise Fee: The payments to be made by Time Warner Cable to the City of Everett, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A Section 9.

32) Licensee: Time Warner Cable, a division of Time Warner Entertainment, L.P., or any successor or transferee in accordance with the terms and conditions in this Renewal License.

33) NCTA: The acronym for the National Cable Television Association.

34) NTSC: The acronym for the National Television Systems Committee.

35) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber optic cable to the Trunk and Distribution System.

36) Origination Capability or Origination Point: An activated cable and connection to an Upstream I-Net Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

37) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's television set to the Cable System.

38) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per channel basis, or as a package of services, in addition to the fee or charge for the Standard Cable Service, or for such other service tier required by applicable law.

39) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or time basis, in addition to the charge or fee to Subscribers for the Standard Cable Service, or for such other service tier required by applicable law.

40) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

41) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

42) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

43) Prime Rate: The prime rate of interest at the Bank of Boston.

44) Public Access Channel: A specific channel(s) on the Cable System made available by Time Warner Cable to the City for the use of Everett individuals and/or organizations wishing to present non-commercial programming and/or information to the public.

45) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements or any other easements or rights of way dedicated for compatible uses, and public grounds and/or waters and all other publicly owned real property within or belonging to the City, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the City that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the City greater than those already possessed by the City.

46) Renewal License: The non-exclusive Cable Television Renewal License to be granted to the Licensee by this instrument.

47) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter or other decoding device.

48) Service: Any Basic Service or Standard Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the System.

49) Service Related Activity: Any activity or function for which the Licensee receives revenue from any other Person and which is directly associated with the operation of the Cable System or the production or distribution of any Service over the Cable System by any Person other than the Licensee, including, without limitation, operation of studio or any other facilities or equipment, billing, audience promotion, and/or installation or lease of equipment.

50) Signal: Any transmission of electromagnetic or optical energy which carries Video Programming from one location to another.

51) Standard Cable Service: Any Service, other than Basic Cable Service or a Pay Cable Service, which is offered in combination with Basic Service to the extent it is not inconsistent with federal law.

52) State: The Commonwealth of Massachusetts.

53) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

54) Subscriber Network: The minimum 750 MHz single trunk, bi-directional-capable network to be owned and operated by the Licensee, over which Signals can be transmitted to Subscribers.

55) System Activation: The initial operation of all or a portion of the upgraded 750 MHz Cable System such that the Signals required and authorized to be transmitted pursuant to this Renewal License are available at potential Subscribers' taps.

56) System Completion: That point when the Licensee has provided written documentation to the Issuing Authority that its 450 MHz cable system has been fully upgraded to a minimum 750 MHz trunk and distribution system and that such new technology has been made available to one hundred percent (100%) of the residential households in the City.

57) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop cables to Subscriber's residences.

58) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

59) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals as opposed to utilization solely as a Subscriber.

60) VCR: The acronym for video cassette recorder.

61) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast station.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1 --- GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Mayor of the City of Everett, Massachusetts, as the ISSUING AUTHORITY of the City, hereby grants a non-exclusive, revocable cable television renewal license to the LICENSEE, authorizing and permitting the Licensee to upgrade, construct, install, operate and maintain a Cable Television System within the corporate limits of the City of Everett.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts, as amended; the regulations of the FCC; the 1984 Cable Act; the 1992 Cable Act; and all City, State and federal statutes and ordinances of general application.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to upgrade, construct, install, operate and maintain a Cable Television System in, under, over, along, across or upon the streets, lanes, avenues, alleys, sidewalks, bridges,

highways and other public places under the jurisdiction of the City of Everett within the municipal boundaries and subsequent additions thereto, including property over, under or on which the City has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Signals in accordance with the laws of the United States of America, the Commonwealth of Massachusetts and the City of Everett. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger or interfere with the lives of Persons, interfere with any installations of the City, any public utility serving the City or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the City's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works ("DPW") and any special laws or City ordinances enacted hereafter.

Section 2.2 --- TERM OF RENEWAL LICENSE

The term of this Renewal License shall commence on January 11, 1996 and shall expire on January 11, 2006, unless sooner terminated as provided herein or surrendered.

Section 2.3 --- NON-EXCLUSIVITY OF LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a cable television system within the City of Everett; or the right of the Issuing Authority to permit the use of the Public Ways and places of the City for any purpose whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) To the extent allowed by applicable law(s), the grant of any additional cable television license(s) shall be on substantially equivalent terms and conditions as those contained in this Renewal License. This paragraph shall be subject to specific performance.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that the Licensee reports to the Issuing Authority that it is at a competitive disadvantage as a result of a competing multichannel video programmer operating in the City that is not required to be licensed by the City, the Issuing Authority and the Licensee agree that Section 625 of the Cable Act will be applicable. Among other factors, the Issuing Authority will consider the nature and extent of any such competitive disadvantage in assessing

a Section 625 request from the Licensee. The Issuing Authority and the Licensee agree that the specific kinds of potential competing multichannel video programmer(s) or the terms and conditions of any such potential competition that may occur are unforeseeable of as the Execution Date.

Section 2.4 --- POLICE AND REGULATORY POWERS

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the City to adopt and enforce general ordinances of general applicability necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations and any ordinances enacted by the City. Any conflict between the terms of this Renewal License and any such exercise of the City's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5 --- REMOVAL OR ABANDONMENT

Upon termination of this Renewal License by passage of time or otherwise, and unless (1) the Licensee renews its Renewal License for another renewal term or (2) the Licensee transfers the Cable Television System to a transferee approved by the Issuing Authority, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and all other appurtenances from the Public Ways and places and shall restore all areas to their original condition. If such removal is not complete within six (6) months after such

termination, the Issuing Authority may deem any property not removed as having been abandoned and may dispose of any such property in any way or manner it deems appropriate.

Section 2.6 --- TRANSFER OF THE RENEWAL LICENSE

(a) To the extent required by M.G.L. Chapter 166A, sec. 7, as it may be amended from time to time, this Renewal License or control thereof shall not be transferred, assigned or disposed of in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be unreasonably or arbitrarily withheld. Such consent shall be given only after a public hearing upon a written application therefore on forms prescribed by the Commission and the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, subject to applicable law, the Issuing Authority may consider such factors as the transferee's financial qualifications, management and technical expertise, character qualifications, experience in the cable industry, performance in other communities and any other criteria allowable under law.

(c) For purposes of this section, the word "control" shall comply with the definition of such in 207 CMR 4.03, as it may be amended from time to time.

(d) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the City in and to the streets and Public Ways or any other rights of the City under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(e) The Licensee shall promptly notify the Issuing Authority of any action requiring the consent of the Issuing Authority pursuant to this Section 2.6.

(f) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application Commission Form 100 and FCC Form 394 requesting such transfer or assignment consent.

(g) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer.

(h) Any proposed controlling or owning Person or transferee approved by the Issuing Authority shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7 --- EFFECT OF UNAUTHORIZED TRANSFER ACTION

(a) Any transfer of the Cable System without complying with Section 2.6 above shall be deemed a material breach of this Renewal License; and the Issuing Authority may either:

(i) assess liquidated damages, which assessment shall be four hundred dollars (\$400.00) per day until the taking of an action described in Section 2.6{a} supra is approved, or if not approved, until the prior ownership, control or other status quo ante is restored to a condition satisfactory to the City; or

(ii) revoke this Renewal License as provided in M.G.L. ch. 166A § 11.

(b) The Issuing Authority may revoke this Renewal License in addition to assessing liquidated damages as provided above if, after assessment of such damages, the Licensee willfully continues noncompliance with Section 2.6 above.

ARTICLE 3
SYSTEM DESIGN

Section 3.1 --- SUBSCRIBER NETWORK

(a) No later than June 30, 1997, the Licensee shall make available to all residents of the City a minimum seven hundred fifty Megahertz (750 MHz) addressable Subscriber Network, fed by means of a fiber-optic transportation cable network, fully capable of carrying at least seventy-eight (78) NTSC video channels in the downstream direction and four (4) NTSC video channels in the upstream direction. Said 750 MHz System shall be designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog two-way transmissions, which may be subject to change at the discretion of the Licensee.

(b) Until that time, the Licensee shall continue to operate its four hundred fifty Megahertz (450 MHz) cable system, currently capable of providing fifty-eight (58) downstream video channels.

(c) No later than thirty (30) days prior to System Activation, the Licensee shall provide the Issuing Authority and all of its Everett Subscribers with the planned channel line-up on the upgraded Cable System. Said channel line-up shall be specific and include the total number of unduplicated Downstream Channels that will be activated and programmed, including the PEG Access Channels.

(d) The Licensee shall construct, install, activate, operate and maintain a fiber-optic transportation trunk cable connecting the Licensee's regional Headend facility to a number of Nodes in the City of Everett. Construction of said fiber cable shall be completed no later than System Completion.

(e) The Licensee shall install, and maintain throughout the term of this Renewal License, standby power at its Headend facility. Such standby power shall provide continuous capability, contingent upon the availability of fuel necessary to operate the standby generators, and shall become automatically activated upon the failure of the Licensee's normal power supply.

(f) The Licensee shall continue to equip the Subscriber Network Trunk and Distribution System with stand-by power from a stand-by generator located at the Malden facility in order to insure at least two (2) hours of standby operations.

(g) No later than twelve (12) months from the Effective Date, the Licensee shall transmit all of its Signals to Everett Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

(h) The terms of this Section 3.1 shall be satisfactorily met ("System Completion") only upon the full construction, activation, and availability to all residents in the City of the 750 Mhz Cable System as required herein.

Section 3.2 --- INSTITUTIONAL NETWORK

(a) No later than October 30, 1997, the Licensee shall construct, install, activate, operate and maintain, without charge(s) to the City for such network, a four hundred fifty Megahertz (450 MHz) Institutional Network ("I-Net") to be utilized by both the City and the Licensee. Said I-Net shall be capable of providing thirty-eight (38) channels in the downstream direction and twenty-five (25) channels in the upstream direction. The I-Net shall comply in all respects with the I-Net schematic diagram, including equipment specified therein, attached hereto as Exhibit 7.

(b) The I-Net shall be capable of transmitting between the City buildings and other institutions specified in Exhibit 8, attached hereto, ("I-Net buildings"), among other things, 1) electronic mail, 2) interactive teaching, 3) energy management monitoring, 4) security monitoring of municipal buildings, 5) fire detection and 6) municipal training. Designated Users shall be able to transmit to other institutions using a modulator and/or other necessary equipment. The City's use of said I-Net shall be for non-commercial educational and governmental purposes and Public, Educational, and Governmental Access Programming. The I-Net shall not be

extended to any location except as specified in this agreement. Except with the written permission of the Licensee, the I-Net may not be used to transmit or receive any communication (in whatever form, whether video, audio, data, voice or otherwise) destined to or originating from any switched network, including without limitation the facilities of any local or long distance telephone company, except for non-commercial educational materials.

(c) The City and/or its designees shall have the right to program and otherwise use three (3) Downstream Channels and six (6) Upstream Channels on the I-Net. In the event that said six (6) Upstream Channels and/or three (3) Downstream Channels are substantially utilized, the Licensee shall provide two (2) additional Upstream and/or two (2) additional Downstream Channels for the City's use, if channels are not being utilized by the Licensee. For purposes of this section, "substantially utilized" shall mean any time that the three (3) Upstream and/or the six (6) Downstream Channels are programmed with non-alphanumeric, non-duplicative video programming ninety-five (95%) percent of the time between the hours of 9:00 AM and 9:00 PM during weekdays (Monday through Friday) for twelve (12) consecutive months and non-duplicative, non-alphanumeric programming exists that requires such additional I-Net channels.

(d) Upon a showing that existing I-Net channels are substantially utilized, the Licensee shall make the additional Downstream and/or Upstream Channels, as appropriate, available to the

City within one hundred eighty (180) days of receiving written notice from the Issuing Authority that the standard(s) set forth in Section 3.2(b) above have been met.

(e) Until the activation of said separate I-Net, the City shall be entitled to continue using the three (3) Upstream Channels on the 450 MHz subscriber network, for upstream transmission of PEG Access Programming.

(f) No later than October 30, 1997, unless noted otherwise in Exhibit 8 or herein, the Licensee shall provide, without charge to the City for such drops and services, an activated I-Net Drop and an activated Outlet(s) to each of the institutions listed in Exhibit 8 of this Renewal License. The Licensee shall supply the appropriate connector so as to allow the User(s) Origination capability at each of the institutions specified in said Exhibit 8.

(g) In the event that the Everett School Department (the "School Department") wishes to have each classroom in each school building provided with an I-Net Outlet, the City and the Licensee have agreed as follows:

(i) Without charge to the School Department, the Licensee shall provide the School Department with the requisite line equipment and/or distribution box to each school building in order to supply adequate Signal quality to each classroom. At its sole cost and expense, the

School Department shall extend cable to said classrooms. Prior to providing such line equipment and/or distribution box, the Licensee shall consult with the appropriate School Department officials regarding the projected Signal strength necessary to serve such classrooms in each school building.

(ii) In the event that the School Department decides to wire each classroom as described above, the Licensee shall provide the requisite line equipment and/or distribution box to school buildings within six (6) months of a receiving a request thereof from the Issuing Authority.

(iii) Prior to Licensee commencing with the installation of the requisite line equipment and/or distribution box to any school it shall provide information to the School Department and the Issuing Authority with the actual cost for labor and equipment including a reasonable return on investment. Said return on investment shall be consistent with applicable federal law. If, after receiving such information, the School Department and the Issuing Authority wish to proceed with such installation, such costs may be externalized and itemized on subscriber bills pursuant to applicable law.

(iv) Should the School Department choose not to wire each classroom as described herein, the Licensee shall provide two (2) activated Outlets to each floor of each school building, as required in Section 3.2(g) above.

(h) No later than October 30, 1997, the Licensee shall provide the City with the I-Net equipment listed in Exhibit 7, attached hereto, for the City's exclusive use and ownership. Said equipment shall be maintained by the City; provided, however, that any of said equipment is not under the control or use of the Licensee.

(i) Construction, installation and activation of each designated Drop and Outlet shall be completed within ninety (90) days of designation by the City, for aerial Drops, and within one hundred eighty (180) days of designation by the City, for underground Drops, weather permitting, or such later date as may be mutually agreed upon by the parties. The Licensee shall discuss the location of each connection with the appropriate officials in each of the buildings/institutions designated to receive a Drop or Outlet, prior to the installation of such a Drop or Outlet. The City shall designate such officials in writing to the Licensee.

(j) The Issuing Authority may request additional I-Net Outlets for public buildings, public institutions and/or non-profit agencies, beyond any such Outlets required herein, which the Licensee shall install at cost plus a reasonable return on investment in accordance with applicable federal law.

(k) The I-Net shall be interconnected with the Subscriber Network at the Hub Site or Headend, or such other location determined by the Licensee. All remote video Signals shall be sent on

an Upstream Channel to the Hub Site or Headend, or other location, where it shall be reprocessed, switched and designated on to one or all of the three (3) PEG Access Downstream Channel(s) on the Subscriber Network. The I-Net shall provide a dedicated Upstream Channel for each of the PEG Access Channels. The I-Net shall be interconnected with the Subscriber Network in order that video signals originating from the I-Net sites can be sent upstream on an I-Net channel and then switched to a downstream Subscriber Network channel. The Licensee shall be responsible for the automatic switching of the upstream I-Net Access Channel(s), in accordance with Section 3.2 (c), to their appropriate corresponding downstream subscriber network channels. Any manual switching shall be the responsibility of the City or its designated agents. There shall be no charge to the City for such switching from the I-Net to the Subscriber Network.

(l) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and performance tests of the I-Net.

(m) The I-Net shall be operated in compliance with the FCC Rules Part 76, Subpart K, Section 76.605 found in Exhibit 1, attached hereto. In the event that there are technical problems with the I-Net, excluding any devices, hardware or software not under the control or ownership of the Licensee and installed by the City or other User, the Licensee shall resolve the technical

problem. Should the problem continue, the Issuing Authority and the Licensee shall meet to discuss a resolution of such problem. The Issuing Authority shall have the right to request a performance test of the I-Net, should such problems persist. The Licensee shall complete such tests within ninety (90) days of the request and submit the results to the Issuing Authority promptly.

(n) Nothing in this Section 3.2, or elsewhere in this Renewal License, shall prevent the Issuing Authority from allowing PEG Access use of one (1) or more of the designated I-Net channels described in Section 3.2(b) herein.

(o) Any and all I-Net related costs shall be strictly allocated between the City and the Licensee according to each entity's use of the I-Net, including but not limited to, construction, installation, operational and maintenance costs. If requested to do so by the Issuing Authority, the Licensee shall itemize and verify all such allocable I-Net costs, in sufficient detail to enable the Issuing Authority to independently verify that such costs have been allocated as required. Unless agreed to otherwise, the Licensee shall provide said costs, in writing, within thirty (30) days of a request to do so by the Issuing Authority.

Section 3.3 --- CABLE SYSTEM INTERCONNECTION

(a) Upon the completion of the Everett I-Net, the Licensee shall seek to interconnect the I-Net with any or all other adjacent cable system within eighteen (18) months of a request to do so by the Issuing Authority. Interconnection of systems or channels may be accomplished by direct cable connection, microwave link, satellite or any other appropriate method, as determined by the Licensee.

(b) Upon receiving a request from the Issuing Authority to interconnect a system or channels, the Licensee shall promptly initiate negotiations with the other affected cable system(s) in order that costs may be proportionately shared for both construction and operation of the interconnection link. The Licensee may be granted reasonable extensions of time to interconnect upon a showing that such additional time is necessary to accomplish the interconnect and that the Licensee has proceeded in good faith to meet the eighteen (18) month deadline required in paragraph (a) above.

(c) The Issuing Authority may rescind its order to interconnect upon request by the Licensee. The Issuing Authority shall grant said request if he finds that the Licensee has negotiated in good faith and has failed to obtain an approval from the system(s) involved, or the other municipality involved, or that the cost of the interconnection would cause an unreasonable or unacceptable increase in subscriber rates in the City.

(d) The Licensee shall keep the Issuing Authority informed of progress made toward such interconnection.

Section 3.4 --- PARENTAL CONTROL CAPABILITY

(a) The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets. Where 550 MHz Converters are utilized, there shall be no charge for such parental control capability.

(b) The Licensee shall provide and install, upon request, Subscribers with filters to block-out the audio portion of any adult-oriented Programming channels on the Cable System. Said filters shall be provided to Subscribers without monthly and/or installation charge(s) to said Subscribers and/or the City. The Licensee shall notify its Everett Subscribers of the availability of said filters on a periodic basis.

Section 3.5 --- EMERGENCY ALERT OVERRIDE CAPACITY

The Subscriber Network, described in Section 3.1 herein, shall have an activated emergency audio alert override of all Downstream Channels, to be controlled remotely by the Issuing Authority, by using any touch-tone telephone to override channels on the Subscriber Network with the emergency telephone message. Said audio override shall be provided by the Licensee, without charge to the City. Said audio override shall conform to the specifications

provided by the Licensee in its Application. The Issuing Authority shall take reasonable steps to ensure that access to the emergency alert override system is limited to public safety officials responsible for emergency communications.

Section 3.6 --- SYSTEM TECHNICAL SPECIFICATIONS

The system design of the Cable Television System, pursuant to Sections 3.1 and 3.2 herein, shall conform to the FCC technical specifications contained in Exhibit 1, attached hereto and made a part hereof. At all times throughout this Renewal License, the Licensee shall meet all applicable FCC technical standards.

ARTICLE 4

CONSTRUCTION, INSTALLATION AND MAINTENANCE STANDARDS

Section 4.1 --- CONSTRUCTION TIMETABLE

The Licensee shall complete its upgrade and activation of its seven hundred fifty Megahertz (750 MHz) Cable System no later than June 30, 1997.

Section 4.2 --- SERVICE AVAILABLE TO ALL RESIDENTS

(a) Subject to subsections (c) and (d) below, the Licensee shall make its service available to every residential (non-commercial) dwelling unit in the service area in the City, regardless of the type of dwelling, or its geographical location unless legally prevented from doing so.

(b) Installation charges shall be non-discriminatory, except that an additional charge for time and materials may be made for customized installation within a Subscriber's residence or except when the Licensee is engaged in marketing promotions.

(c) Any dwelling unit within two hundred fifty feet (250') of the existing Cable System plant shall be entitled to a standard aerial installation rate. Any aerial installation over 250 feet from the existing cable plant requiring trunk or distribution type construction shall be considered non-standard and provided at a rate based upon actual costs and a reasonable return on

investment. The Licensee may reasonably charge Subscribers for non-standard or customized installations.

(d) Underground installation shall be considered standard and therefore subject to standard underground installation rates within 250 feet of the existing cable plant, provided no trunk or distribution type construction is required and sub surface is dirt or similar soft surface.

Underground installations within 250 feet of the existing cable plant requiring trunk or distribution type construction or involving a hard surface or that require boring through rock or under sidewalks, street, flower bedding, etc., are considered non-standard installations and shall be provided at a rate based upon actual costs and a reasonable return on investment.

Installations more than 250 feet from existing cable plant requiring trunk or distribution type construction or involving a hard (concrete, asphalt, etc.) surface shall be provided at a rate based upon actual costs and a reasonable return on investment.

Section 4.3 --- LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall construct, upgrade, install, operate and maintain the Cable Television System within the City of Everett. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways and places. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.4 --- CHANGE-OVER PROCEDURES

The Licensee shall change-over all of its Everett Subscribers from its 450 MHz cable system to the upgraded 750 MHz Cable System in accordance with the following procedures:

(i) Before any Subscriber is changed-over to the upgraded System, the Licensee shall inform all Subscribers of, among other topics, the method of System change-over, the Licensee's service(s), VCR compatibility, increased channel capacity and programming and all rates and charges.

(ii) Periodically, the Licensee shall publish the areas that are subject to change-over in at least one (1) local newspaper of general distribution in the City.

(iii) There shall be no installation charges to then-existing Subscribers for change-over to the 750 MHz System; provided, however, additional installation charges may be applicable for ancillary or other special or new Services, at the discretion of the Licensee.

(iv) If any Subscriber(s) loses Service on account of the change-over, the Licensee shall comply with Section 8.4 infra.

(v) If, after the upgrade to 750 MHz under Section 4.1 of this Renewal License, the Licensee has knowledge that there are Subscribers who are using Converters which are not capable of receiving the fullest level of non-Premium programming, the Licensee shall contact such Subscribers and make arrangements to supply them with an appropriate Converter. If the Licensee does not have knowledge of particular Subscribers who need such different Converters, but does have knowledge that there are a number of Subscribers who need such Converters, the Licensee shall advertise the availability of such Converter(s) in a local newspaper of general circulation, or shall notify Subscribers through direct mail, telephone or in person through a local cable television sales representative.

Section 4.5 --- NOTICE CONCERNING CONSTRUCTION ACTIVITIES

On a bi-weekly basis during its upgrade of the Cable System, the Licensee shall supply the Issuing Authority and the Chief of Police with a map or a list of the areas of the City which will be under construction the following week. Periodically, throughout the Cable System upgrade, the Licensee shall also place notices in a local newspaper of general circulation in order to notify Everett Subscribers about the time and place of various upgrade construction activities. The Licensee's construction personnel working in the City shall identify themselves as working for the Licensee.

Section 4.6 --- UNDERGROUND FACILITIES

Upon the Effective Date of this Renewal License, in areas of the City having telephone lines and electric utility lines underground, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies or are required to be placed underground by the City, the Licensee shall likewise place its facilities underground, without charge to the City. Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable City ordinances, rules, regulations and/or standards. It is the policy of the City that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.7 --- TREE TRIMMING

In the installation of amplifiers, poles, other appliances or equipment and in stringing of cables and/or wires as authorized herein, the Licensee shall avoid all unnecessary damage and/or injury to any and all shade trees in and along the streets, alleys, Public Ways and places, and private property in the City. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority or his designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the City.

Section 4.8 --- RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way or public place, the same shall be replaced and the surface disturbed restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.9 --- TEMPORARY RELOCATION

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person, including without limitation, a Person holding a building moving permit issued by the City. The expense of such raising or lowering shall be paid by the Licensee.

The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.10 --- DISCONNECTION AND RELOCATION

The Licensee shall, without charge to the City, protect, support, temporarily disconnect, relocate in the same street or other Public Way and place, or remove from any street or any other Public Ways and places, any of its property as required by the Issuing Authority or his

designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any City department acting in a governmental capacity.

Section 4.11 --- EQUIPMENT

The Licensee shall purchase and install only new equipment, except for existing equipment including Converters, in the construction and/or upgrade of the Cable System. The Licensee shall keep a record of equipment purchases or material transfers to assure compliance with this Section 4.11. Such records shall be retained by the Licensee for one (1) year after System Completion and shall be subject to verification by the Issuing Authority or his designee, excluding any proprietary information, upon reasonable request.

Section 4.12 --- SAFETY STANDARDS

The Licensee shall construct, upgrade, install, operate, maintain and remove the Cable Television System in conformance with Occupational Safety and Health Administration (OSHA) regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Commission and the FCC, all State and local laws, and all land use restrictions as the same exist or may be amended hereafter.

Section 4.13 --- PEDESTALS

In any cases in which pedestals housing passive devices are to be utilized, in City Public Ways or within the City public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place active devices (amplifiers, line extenders, power supplies, etc.) in a low-profile electronic control box at City approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the City in accordance with Section 4.16 infra.

Section 4.14 --- PRIVATE PROPERTY

The Licensee shall be subject to all laws, ordinances or regulations regarding private property in the course of constructing, upgrading, installing, operating and maintaining the Cable Television System in the City. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, upgrade, installation, operation or maintenance of the Cable Television System at its sole cost and expense.

Section 4.15 --- RIGHT TO INSPECTION OF CONSTRUCTION

(a) The Issuing Authority or his designee(s) shall have the right to inspect all construction, installation and/or upgrade work performed subject to the provisions of this Renewal License

and to make such tests as he shall deem necessary to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

(b) Any tests conducted by the City shall be at the sole cost and expense of the City and shall have the prior written approval of the Licensee. Unless otherwise mutually agreed upon, the City shall give at least thirty (30) days prior notification to the Licensee of its intention to conduct any testing. The Licensee shall be afforded the opportunity to be present during all such testing.

Section 4.16 --- CONSTRUCTION MAPS

Upon request, the Licensee shall file with the Issuing Authority or his designee "as-built" maps of all existing and newly constructed Cable System plant.

Section 4.17 --- QUALIFICATIONS OF CONSTRUCTION PERSONNEL

For reference purposes, and upon request, the Licensee shall provide the Issuing Authority with the names and addresses of any construction companies, or if operating as individuals, the names and addresses of such individuals, who will be sub-contracted by the Licensee to fulfill construction obligations of the Licensee under this Renewal License. Upon request of the Issuing Authority, the Licensee shall also furnish to the Issuing Authority the names, addresses and telephone numbers of persons who can serve as references for such construction sub-contractors.

Section 4.18 --- SERVICE INTERRUPTION

Except during the construction or upgrade of the Cable System or where there exists an emergency situation necessitating a more expeditious procedure, the Licensee may interrupt Service for the purpose of repairing, upgrading or testing the Cable Television System only during periods of minimum use and, if practical, only after a minimum of twenty-four (24) hours notice to all affected Subscribers, given over one (1) of the Cable System's PEG Access Channels. This section shall not apply to necessary interruptions resulting from Subscriber change-over to the newly upgraded Cable System.

Section 4.19 --- COMMERCIAL ESTABLISHMENTS

The Licensee shall be required to make Cable Service(s) available to any commercial establishments in the City upon a non-discriminatory basis provided that said establishment(s) agrees to pay for installation and monthly subscription costs as established by the Licensee. Pursuant to applicable law, certain programming services may not be available to commercial establishments at the discretion of the Licensee.

Section 4.20 ---"DIG SAFE"

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1 --- PROGRAM LINE-UP

(a) Except as required by law, all programming decisions are at the sole discretion of the Licensee and may be subject to change from time to time.

(b) To the extent required by applicable law, the Licensee shall provide Basic Cable Service, which shall include at least all broadcast television signals in the Everett, Massachusetts area which it is required to carry and the downstream channels for PEG Access use.

(c) Pursuant to Section 624 of the Cable Act and subject to Section 5.1(a), the Licensee shall maintain the mix, quality and broad categories of programming set forth in Exhibit 2, attached hereto and made a part hereof.

(d) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Everett programming line-up at least thirty (30) days before any such change is to take place. At the same time, the Licensee shall also provide Subscribers with a channel line-up card or other suitable marker or, if allowed by applicable law, notice of the existence of an electronic program guide indicating the new channel line-up.

Section 5.2 --- TWO-WAY CAPABILITY

The Licensee shall construct and maintain a two-way capable Cable System, subject to Section 3.1 supra, available to all Subscribers, no later than June 30, 1997.

Section 5.3 --- LEASED CHANNELS FOR COMMERCIAL USE

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4 --- ADDRESSABILITY

The Licensee shall operate a two-way addressable Cable System no later than System Completion.

Section 5.5 --- VCR/CABLE COMPATIBILITY

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, except two scrambled Signals, the Licensee shall provide to any Subscriber, upon request, an A/B switch or by-pass switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR. Said A/B switch or by-pass switch shall be available to all Subscribers no later than System Completion. Attached hereto, as Exhibit 4, are the different options available to VCR owners

for installing VCRs to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers in writing with the applicable charges, if any, no later than System Activation.

(b) No later than System Completion, the Licensee shall produce a videotape explaining the above VCR procedures and options and provide said videotape to the City for cablecasting on one of the PEG Access Channels.

(c) To further ensure the maximum functioning of VCRs, the Licensee shall not scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, 1) any off-the-air Signals or 2) any of the PEG Access Channels. For purposes of this Section 5.6(c), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(d) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s) to protect the Licensee from unauthorized reception of its Signals.

(e) In accordance with 207 CMR 10.03, the Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Commission, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice.

Section 5.6 --- CONTINUITY OF SERVICE

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions or as a result of Cable System or equipment failures. When necessary, Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.7 --- DROPS AND BASIC SERVICE TO PUBLIC BUILDINGS

(a) The Licensee shall continue to provide, install and maintain a Subscriber Cable Drop and Outlet(s) and the monthly Basic Service, without charge to the City or any designated institution for such drops, outlets and/or services, to all police and fire stations, public libraries, public buildings and other public charities, qualified as such pursuant to Massachusetts law, included in Exhibit 5, attached hereto and made a part hereof, as

designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. The Licensee shall supply one (1) Converter for each Outlet, without charge to the City or institution, if required for the reception of Basic Service.

(b) The Issuing Authority may request an additional ten (10) Outlets and Converters to public buildings or other public charities, along the existing cable system, not identified in Exhibit 5, without charge to the City. The Licensee shall install such Drop and/or Outlet within ninety (90) days of any such request(s) from the Issuing Authority for aerial installations and one hundred and eighty (180) days of any such request(s) from the Issuing Authority for underground installations.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The proper official and telephone number of shall be identified along with the Issuing Authority's request.

(d) The Licensee's obligations hereunder shall be limited to standard, non-customized installations along the existing Cable System.

Section 5.8 --- DROPS AND MONTHLY SERVICE TO PUBLIC SCHOOLS

(a) The Licensee shall continue to provide, without charge to the School Department, one (1) Subscriber Cable Drop with one (1) Outlet and the monthly subscriber Cable Service, including those non-premium, non-pay-per-view satellite Services which support *Cable in the Classroom* programming, carried on the Everett Cable System by the Licensee, to all public schools listed in Exhibit 6, attached hereto and made a part hereof.

(b) Upon System Completion, without charge to the School Department, the Licensee shall provide two (2) Subscriber Network Drops and two (2) Outlets and the monthly subscriber cable Service, including those non-premium, non-pay-per-view satellite Services which support *Cable in the Classroom* programming, carried on the Everett cable system by the Licensee to each floor of all public schools in the City, listed in Exhibit 6, attached hereto. The Licensee shall also provide one (1) Drop and one (1) Outlet to each public school library, with the monthly service described herein.

(c) The exact locations of said Drops and Outlets shall be designated by the Everett School Department (the "School Department"). The School Department shall provide the Licensee with the name and telephone number of the proper official in each school building and the Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the school buildings entitled to such a Drop or Outlet, prior to any such installation.

(d) The Licensee shall provide one (1) Converter with each Outlet, if required for the reception of the monthly Service, without charge to the City. The Licensee shall maintain such Outlets and Converters for normal wear and tear; provided, however, that the School Department shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(e) The Licensee shall install such Drops and/or Outlets within ninety (90) days of any such requests from the Issuing Authority and/or School Department for aerial installations and one hundred eighty (180) days from of any such requests from the Issuing Authority and/or School Department for underground installations

(f) The Licensee shall also provide, without charge to the School Department, technical advice in the event that the School Department decides to wire, at its own expense, additional classrooms for the monthly cable Service, described in Section 5.9(a) & (b). The School Department shall ensure that any such wiring i) complies with the Licensee's technical standards and ii) does not result in Signal leakage beyond acceptable FCC limits. In the event that the School Department's wiring i) does not comply with the Licensee's technical standards or ii) results in unacceptable Signal leakage, the School Department shall terminate use of any such wiring until such time as the wiring deficiency is corrected.

Section 5.9 --- CHANGES IN CABLE TELEVISION TECHNOLOGY

At the performance evaluation hearing(s), pursuant to Section 10.2 infra, the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Everett Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in the performance evaluation hearings. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with video cassette recorders and cable-ready television sets, high-definition television, digital compression, remote control devices and new Scrambling/descrambling processes.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1--- PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS

The City shall continue to be responsible for the provision of public, educational and governmental access facilities and equipment to the residents of the City, pursuant to the provisions of this Article 6 and as follows:

- (1) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.2 below;
- (2) Manage the annual funding, pursuant to Section 6.3 below;
- (3) Purchase and/or lease equipment, with the funds allocated for such purposes in Section 6.4 below;
- (4) Conduct training programs in the skills necessary to produce PEG Access programming;
- (5) Provide technical assistance and production services to PEG Access Users;

- (6) Establish rules, procedures and guidelines for use of the PEG Access Channels;
- (7) Provide publicity, outreach, referral and other support services to PEG Access Users;
- (8) Assist Users in the production of Video Programming of interest to Subscribers and focusing on City issues, events and activities; and
- (9) Accomplish such other tasks relating to the operation, scheduling and/or management of the PEG Access Channels, facilities and equipment as appropriate and necessary.

Section 6.2 --- PEG ACCESS CHANNELS

- (a) Upon the Effective Date, the Licensee shall continue to make available to the City three (3) six Megahertz (6 MHz) Downstream Channels and three (3) six Megahertz (6 MHz) Upstream Channels for PEG Access purposes.
- (b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the City and/or Users, and shall be subject to the control and management of the City.

(c) Upon activation of the I-Net, pursuant to Section 3.2 supra, the Licensee shall provide upstream channel capacity for PEG Access programming on said I-Net.

(d) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channels, once established, without the advance, written notice to the Issuing Authority.

Section 6.3 --- ANNUAL SUPPORT FOR PEG ACCESS

(a) The Licensee shall provide an annual franchise fee payment to the City, for PEG Access purposes, equal to four percent (4%) of the Licensee's Gross Annual Revenues. Said annual payments shall be used for, among other things, salary, operating and other related expenses connected with PEG Access programming and operations. Such payments shall be considered as part of Licensee's franchise fee commitments and shall be included in the franchise fee for purposes of any applicable federal limitation on franchise fees, but shall not include the license fee payment required by Section 7.1 infra or any fees or payments required by applicable law, provided that in no event shall the sum of all such fees not exceed five (5%) of the Licensee's Gross Annual Revenues.

(b) Said annual four percent (4%) PEG Access payment shall be made to the City on a bi-annual basis on the fifteenth day of January and July in each year during the term of this Renewal License, subject to paragraph (c) below.

(c) The first payment to the City shall be made on July 15, 1996, and shall constitute 4% of the Licensee's Gross Annual Revenues for the period from January 11, 1996 through June 30, 1996. Thereafter, the Licensee shall make said bi-annual PEG Access payment to the City on the fifteenth (15th) day of each January and July during the term of this Renewal License. The Licensee shall make the final bi-annual PEG Access payment to the city on January 15, 2006 for the six month period from July 1, 2005 through December 31, 2005.

(d) The Licensee shall file with each such bi-annual payment a statement certified by the Licensee's Vice President of Finance of the Greater Boston Division documenting, in reasonable detail, the total of all Gross Annual Revenues derived by the Licensee during the preceding 6 month period.

(e) Consistent with Section 622(h) of the Cable Act, any Person, including a Leased Access User, who or which distributes any Cable Service over the Cable System for which charges are assessed to Subscribers but not received by the Licensee, shall pay the City an amount equal to four percent (4%) of such Person's Gross Annual Revenues. If the Licensee collects revenues for said Person, then the Licensee shall collect said four percent (4%) payment on the Gross Annual Revenues of said Person and shall pay said amounts to the City along with the Licensee's four percent (4%) access payments pursuant to Section 6.4(a) herein. If the Licensee does not collect the revenues for a Person that distributes any Service over the

System, then the Licensee shall notify any such Person of this four percent (4%) payment requirement and shall notify the City of such use of the Cable System by such Person(s).

(f) In the event that the payments required herein are not tendered on or before the dates fixed herein, interest due on such payments shall accrue from the date due at the rate of two percent (2%) above the Prime Rate as published as of the due date.

(g) The annual funding required herein for PEG Access programming is subject to the provision that all PEG Access programming produced in the City of Everett with said funding shall be cablecast exclusively on one of the PEG Access Channels, designated in Section 6.2 supra, on the Licensee's Cable System in the City of Everett; provided, however, that such PEG Access programming produced in the City may be made available to other providers of video programming in the City, if any, upon payment to the City of equivalent annual consideration to that found in Section 6.3{a} herein.

Section 6.4 --- PEG ACCESS FACILITIES FUNDING

(a) The Licensee shall provide a one-time cash payment to the City in the amount of four hundred fifty thousand dollars (\$450,000.00) to be used to purchase and/or lease PEG Access equipment and facilities. Said payment shall be made to the City within thirty (30) days of the Effective Date of this Renewal License.

(b) In no case shall said \$450,000.00 equipment grant be counted against either the annual PEG Access franchise fee payment, pursuant to Section 6.3 supra, or any License Fee payment, required by Section 7.1 infra, or any other fees or payments required by applicable law.

(c) In the event that payments required to be made herein are not tendered on or before the dates fixed herein, interest due on such required payments shall accrue from the date due and be paid to the City at the rate of two percent (2%) above the Prime Rate as published as of the due date.

(d) The one-time payment required herein for PEG Access Equipment/Facilities is subject to the provision that all PEG Access programming produced in the City of Everett with said funding shall be cablecast exclusively on one of the PEG Access channels, designated in Section 6.2 supra, on the Licensee's Cable System in the City of Everett; provided, however, that such PEG Access programming produced in the City may be made available to other providers of video programming in the City, if any, upon payment to the City of an equivalent equipment/facilities grant to that found in Section 6.4(a) herein.

Section 6.5 --- EQUIPMENT OWNERSHIP

The City shall own all PEG Access equipment purchased with funding pursuant to Section 6.4 supra. The Licensee shall have no obligation to maintain or insure any such PEG Access equipment.

Section 6.6 --- RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Article 6. The Issuing Authority shall be entitled to request additional information from the Licensee pursuant to Section 13.13 infra in order to establish the accuracy of the payments hereunder. The interest on such additional payment shall be charged from the original due date at the rate of two percent (2%) above the Prime Rate as published as of the due date during the period that such additional amount is owed. If, after such inspection, an additional payment is owed, such payment shall be paid within thirty days (30) after any recomputation.

Section 6.7 --- PEG ACCESS PAYMENTS

All payments required hereunder in Sections 6.3 and 6.4 shall be made by the Licensee directly to the City.

Section 6.8 --- PEG ACCESS CHANNELS MAINTENANCE

The Licensee shall monitor the PEG Access Channels for technical quality and shall ensure that they are maintained at standards commensurate with those which apply to the Cable System's commercial channels.

Section 6.9 --- ACCESS CABLECASTING

(a) In order that PEG Access Programming can be cablecast over the three (3) Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location with Origination Capability, as identified in Exhibit 8 attached hereto, to the Hub Site or the Headend, on one of the I-Net Upstream Channels made available, without charge, to the City for its use. At the Hub Site or Headend, said Access Programming shall be retransmitted in the downstream direction on one of the three (3) Downstream PEG Access Channels.

(b) The Licensee shall provide Origination Capability to the City's designated locations as required in Section 3.2 supra and Exhibit 8 herein. The Licensee shall also install equipment, described in Exhibit 7 attached hereto, in order to receive and process upstream programming from the I-Net and routing such programming through the Hub Site or Headend for distribution to the Subscriber Network and/or I-Net.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment, as described in Exhibit 7 which the Licensee owns, in order to switch Upstream Signals from the City to the designated Downstream Access Channel.

Section 6.10 --- CENSORSHIP

Neither the City nor the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.11 --- LICENSEE'S PEG ACCESS OBLIGATIONS

Except for the specific obligations of the Licensee regarding PEG Access in this Article 6 herein, the Licensee shall not have any other responsibilities for PEG Access.

ARTICLE 7

LICENSE FEES

Section 7.1 --- LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the City, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amounts as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the City can collect a License Fee in the future expressed as a percentage, the Licensee shall i) immediately commence paying such a percentage License Fee to the City in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail pursuant to Section 13.3 (b) infra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments annually within sixty (60) days of the anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total financial commitment pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) cap shall include all annual funding for PEG Access (Section 6.3) and shall include any license fee payable to the State and federal government, but shall not include the following: i) the I-Net equipment provided to the City herein (Section 3.2); ii) the PEG Access equipment/facilities grants herein (Section 6.4); iii) any liquidated damages herein (Section 11.2); and/or iv) any interest due to the City because of late payments due under this License.

Section 7.2 --- PAYMENT

Pursuant to M.G.L Chapter 166A, Section 9, the License Fees shall be paid annually to the City throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3 --- OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the City, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and

distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act and applicable law, it is the understanding of the parties hereto that nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service or other communications Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues derived in such period from the provision of such service over the Cable System.

(c) All Services, equipment, channel capacity, facilities, resources and other things of value to be paid, supplied or provided by the Licensee pursuant to this Renewal License are for the benefit of all Subscribers. The Licensee agrees that said things of value are not within the meaning of the term "franchise fee" as defined in Section 622(g)(1) of the Cable Act and fall within one or more exclusions to the term "franchise fee" as defined in Sections 622(g)(2)(A) through (D) of the Cable Act.

Section 7.4 --- LATE PAYMENT

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 above, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate as published as of the due date. Any payments to the City pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the City pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5 --- RECOMPUTATION

Tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the City may have for additional sums including interest payable under this Section 7.5, except that the Licensee shall not be liable for any interest on any amount tendered to the City. All amounts paid shall be subject to audit and recomputation by the City, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days to provide the City with additional information documenting

and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority may conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the City, such fee shall be paid within thirty (30) days after such audit and recomputation. The interest on such additional fee shall be charged from the due date at the Prime Rate at the Bank of Boston during the period that such additional amount is owed.

Section 7.6 --- AFFILIATES USE OF SYSTEM

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the City under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

Section 7.7 --- METHOD OF PAYMENT

All License Fee payments by the Licensee to the City pursuant to this Renewal License shall be made payable to the City and deposited with the City Treasurer.

ARTICLE 8

RATES AND CHARGES

Section 8.1 --- RATE REGULATION

The City reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2 --- NOTIFICATION OF RATES AND CHARGES

The Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto. Thereafter, the Licensee shall file with the Issuing Authority all substantial changes in Services, all rates and charges of any kind, and all terms and conditions relating thereto thirty (30) days prior to all such changes. The Licensee shall notify all Subscribers of any impending rate increases no later than thirty (30) days prior to such increase and provide each Subscriber with a schedule describing existing and proposed rates for each service offered. Except during promotional or other special discount offerings, no rates or charges shall be effective except as they appear on a schedule so filed.

At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days

prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as Exhibit 11.

Section 8.3 --- PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.4 --- CREDIT FOR SERVICE INTERRUPTION

(a) Pursuant to the requirements of 207 CMR 10.09(1), attached hereto as Exhibit 11, the Licensee shall grant a pro rata credit or rebate to any Subscriber whose Cable Service is interrupted for twenty-four (24) or more consecutive hours, if the interruption was not caused by the Subscriber and the Licensee knew or should have known of the Service interruption.

(b) Pursuant to the requirements of 207 CMR 10.09(2), if an entire tier or Premium Service of a Subscriber's Cable Service is interrupted for twenty-four (24) or more consecutive hours, the

Licensee shall provide a pro-rata credit or rebate for each tier or Premium Service interruption as provided in 207 CMR 10.09(1).

ARTICLE 9

INSURANCE AND BONDS

Section 9.1--- INSURANCE

At all times during the term of the Renewal License, including the time for removal of facilities provided for herein, the Licensee shall obtain, pay all premiums for, and file with the Issuing Authority, on an annual basis, copies of the certificates of insurance for the following policies:

(1) A general comprehensive liability policy naming the City, its officers, boards, commissions, agents and employees as co-insureds on all claims on account of injury to or death of a person or persons occasioned by the construction, installation, maintenance or operation of the Cable Television System or alleged to have been so occasioned, with a minimum liability of One Million Dollars (\$1,000,000.00) for injury or death to any one person in any one occurrence and Three Million Dollars (\$3,000,000.00) for injury or death to two (2) or more persons in any one occurrence.

(2) A property damage insurance policy naming the City, its officers, boards, commissions, agents and employees as additional name insureds and save them harmless from any and all claims of property damage, real or personal, occasioned or alleged to have been so occasioned by the construction, installation, maintenance or operation of the Cable Television System,

with a minimum liability of One Million Dollars (\$1,000,000.00) for damage to the property of any one person in any one occurrence and Three Million Dollars (\$3,000,000.00) for damage to the property of two (2) or more persons in any one occurrence.

(3) Automobile liability insurance for owned automobiles, non-owned automobiles and/or rented automobiles in the amount of:

(a) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death per occurrence;

(b) One Million Dollars (\$1,000,000.00) for bodily injury and consequent death to any one person; and

(c) Five Hundred Thousand Dollars (\$500,000.00) for property damage per occurrence.

(4) Worker's Compensation in the minimum amount of the statutory limit.

(5) The following conditions shall apply to the insurance policies required herein:

(a) Such insurance shall commence no later than the Effective Date of this Renewal License.

(b) Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance for contributions.

(c) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(d) Evidence of insurance shall be submitted to the City prior to commencement of any System construction or upgrade or operations under this Renewal License.

(e) The Licensee's failure to obtain to procure or maintain the required insurance shall constitute a material breach of this Renewal License under which the City may immediately suspend operations under this Renewal License.

Section 9.2 --- PERFORMANCE BOND

(a) The Licensee shall maintain at its sole cost and expense throughout the term of the Renewal License a faithful performance bond running to the City, with good and sufficient surety licensed to do business in the State in the sum of one hundred thousand dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the City having jurisdiction over

its acts, or to pay any claims, liens or taxes due the City which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable Television System, the City shall recover from the surety of such bond all damages suffered by the City as a result thereof, pursuant to the provisions of Sections 11.1 and 11.2 infra.

(c) When the Cable System has been completed pursuant to the terms of Article 3 herein, said performance bond may be reduced to the sum of fifty thousand dollars (\$50,000.00); provided, however, that the Licensee shall notify the Issuing Authority in writing, in advance of such reduction, that it has completed the Cable System upgrade as required herein and requests approval for a reduction of the amount of said bond. The Licensee shall not reduce the amount of said bond until the Issuing Authority grants, in writing, its approval for such reduction, which approval shall not be unreasonably denied or delayed.

(d) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the City that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the City recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the appropriate amount required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3 --- LETTER OF CREDIT

(a) In addition to the performance bond required in Section 9.2 above, the Licensee shall maintain at its sole cost and expense, an irrevocable letter of credit from a financial institution, licensed to do business in the State, in the amount of fifteen thousand dollars (\$15,000). The form and content of the letter of credit shall be subject to the reasonable approval of the City within thirty (30) days of the Effective Date. Said letter of credit shall be used to ensure the faithful performance by the Licensee of all material provisions of this Renewal License and compliance with all material orders, permits and directions of any office of the City having jurisdiction over its acts and defaults under this Renewal License, and the payment by the Licensee of any claim, liens, fee, or taxes due the City which arise by reason of the construction, upgrade, operation, installation or maintenance of the Cable Television System.

(b) Upon a withdrawal(s) against said letter of credit, the letter of credit shall promptly, but in no case more than ten (10) days later, be renewed to the full amount of Fifteen Thousand Dollars (\$15,000.00).

(c) The City's right to proceed against the letter of credit shall be governed by the provisions of Section 11.1 infra.

(d) The rights reserved to the City with respect to said letter of credit are in addition to all other rights of the City, whether reserved by this Renewal License or authorized by applicable law, and no action, proceeding or exercise of a right with respect to said letter of credit shall affect any other right the City may have.

Section 9.4 --- REPORTING

Upon written request, the Licensee shall submit to the Issuing Authority, or his designee, on an annual basis, copies of all current certificates regarding (a) all insurance policies as required herein, (b) the performance bond as required herein, and (c) the letter of credit as required herein.

Section 9.5 --- INDEMNIFICATION

(a) The Licensee shall, without charge to the City, indemnify and hold harmless the City, its officials, boards, commissions, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, upgrade, installation, maintenance, operation and/or removal of the Cable Television System under this Renewal License, including without limitation, damage to persons or property, both real and personal, caused by the construction, upgrade, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees and the

reasonable value of services rendered by the City Solicitor's office over and above services reasonably necessary to carry out this section.

(b) The City shall give the Licensee prompt written notice of any claim(s) for which indemnification is sought.

(c) The City shall afford the Licensee the opportunity to participate in and fully control any compromise, settlement or other resolution or disposition of such claim or proceeding, unless, however, the City, in its sole discretion, determines that its interests cannot be represented in good faith by the Licensee; and

(d) The City shall fully cooperate with the reasonable requests of the Licensee in its participation in, and control, compromise, settlement or resolution or other disposition of such claim or proceeding subject to subparagraph (c) above, and refrain from compromising any of indemnitor's rights.

Section 9.6 --- NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE

The insurance policies, performance bond and letter of credit required herein shall each contain an explicit endorsement stating that such insurance policies, performance bond and

letter of credit are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or bond or letter of credit) shall not be canceled, materially changed or the amount of coverage thereof reduced until sixty (60) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1--- REGULATORY AUTHORITY

The Issuing Authority and/or his designee shall be responsible for the day to day regulation of the Cable Television System, subject to applicable law. The Issuing Authority and/or his designee shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

Section 10.2 --- PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing within sixty (60) days of the second, fourth and sixth anniversary of the Effective Date of this Renewal License. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on System construction and upgrade, the Institutional Network, customer service and complaint response, programming, and PEG access channels, facilities and support; ii) review current technological developments in the cable television field, pursuant to Section 5.10 supra; and iii) hear comments, suggestions and/or complaints from the public. Failure by the Issuing Authority to raise at said evaluation sessions issues of non-compliance with the terms and conditions of this Renewal License of

which the Issuing Authority reasonably knows shall constitute waiver of any right to object to such non-compliance.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the construction, upgrade, installation, operation and/or maintenance of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or his designee(s), and produce such documents or other materials as are reasonably requested by the City pursuant to Section 13.1 infra. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within thirty (30) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of the Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the City Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

(d) In the event that the Licensee programs a local origination channel, the Licensee shall notify its Subscribers of all such performance evaluation hearings by announcement on such channel(s) between the hours of seven (7) p.m. and (9) p.m. for five (5) consecutive days preceding each such hearing.

Section 10.3 --- NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation, service or access activities, if applicable, on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the City, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

Section 10.4 --- EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the City, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the City shall have the right to do so at no charge to the City.

Section 10.5 --- REMOVAL AND RELOCATION

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6 --- INSPECTION

The Issuing Authority or his designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the City at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in these activities.

Section 10.7 --- JURISDICTION

Other than administrative actions within the possible jurisdiction of the Commission or the FCC, jurisdiction and venue over any, action or suit shall be in any court of appropriate venue and subject matter jurisdiction located in the Commonwealth of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH LIQUIDATED DAMAGES-LICENSE REVOCATION

Section 11.1--- DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have thirty (30) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such thirty (30) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at

fourteen (14) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

In the event that the Licensee fails to respond to such notice of default and to cure the default or to take reasonable steps to cure the default within the required thirty (30) day period, the Issuing Authority or his designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence and be heard at such public hearing.

Within thirty (30) days after said public hearing, the Issuing Authority shall determine whether or not the Licensee is in default of any provision of this Renewal License. In the event that the Issuing Authority, after such hearings, determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

- i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 below;
- ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;
- iii) commence an action at law for monetary damages;
- iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 and/or Section 9.3 herein;

v) declare the Renewal License to be revoked subject to Section 11.3 below and applicable law;

vi) invoke any other lawful remedy available to the City.

Section 11.2 --- LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 above. Any such liquidated damages shall be assessed as of the date that the Licensee receives written notice, by certified mail, of the provision or provisions which the Issuing Authority believes are in default.

(1) For failure to construct, upgrade, install, fully activate, operate, program and/or maintain the Cable Television System, in accordance with Sections 3.1, 3.7, 5.3 and/or 5.5 herein, four hundred dollars (\$400) per day, for each day that such construction, upgrade, installation and/or activation has not occurred.

(2) For failure to construct, install, fully activate and/or maintain the Institutional Network in accordance with Section 3.2 herein and Exhibits 7 and 8 attached hereto, one hundred and twenty five dollars (\$125) per day, for each day that any such non-compliance continues.

(3) For failure to obtain the advance, written approval of the Issuing Authority for any transfer of the Renewal License in accordance with Section 2.6 herein, four hundred dollars (\$400) per day, for each day that any such non-compliance continues.

(4) For failure to comply with the technical standards, pursuant to Section 3.7 herein and Exhibit 1 attached hereto, three hundred dollars (\$300.00) per day that any such non-compliance continues.

(5) For failure to comply with the public, educational and governmental access provisions in accordance with Article 6 herein, two hundred dollars (\$200) per day, for each day that any such non-compliance continues.

(6) For failure to provide, install and/or fully activate the Subscriber Network and/or I-Net Drops and/or Outlets in accordance with Sections 3.2, 5.8 and 5.9 herein and/or Exhibits 5, 6 and 8, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(7) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, one hundred dollars (\$100.00) per day that any such non-compliance continues,

(8) For failure to make service and/or repair visits as required in Section 12.4 infra, fifty dollars (\$50.00) for each occurrence in which such standards are not met.

(b) The parties hereto agree that the following liquidated damages shall not require the Issuing Authority to follow the procedures of Section 11.1 infra; provided, however, that the Issuing Authority shall give the Licensee written notice, by certified mail, of any such non-compliance and a fourteen (14) day period, from receipt of such notice, to cure. Any such liquidated damages shall accrue as of the date that the Licensee receives notice from the Issuing Authority, unless the Licensee cures any default(s).

(1) For failure to submit reports, pursuant to Article 13 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

(2) For failure to file schedules and notice of any changes thereto describing the rates and charges and terms and conditions of services offered by the Licensee, at least thirty (30) days prior to the effective date of any such schedule change or other change thereto, pursuant to Section 8.2 herein, fifty dollars (\$50.00) per day that such non-compliance continues.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the City, its residents, businesses and institutions, compensation for which will be difficult to ascertain.

The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

(d) Except as otherwise specifically provided in this Renewal License, such liquidated damages shall be in addition to, and not a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies.

Section 11.3 --- REVOCATION OF THE RENEWAL LICENSE

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein, subject to the procedures in Section 11.1 above.

Section 11.4 --- TERMINATION

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 above; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval

of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the City shall have all of the rights provided in this Renewal License.

Section 11.5 --- NOTICE TO CITY OF LEGAL ACTION

In the event that the Licensee has reason to believe that the City has acted, or has failed to act, in such a manner as to give rise to a claim, in law or equity, against the City and the Licensee intends to take legal action, the Licensee shall (i) give the City Solicitor at least forty-five (45) days notice, unless, in good faith, time and events do not allow for such a period, that an action will be filed, (ii) meet with the City Solicitor before it files any such action, and (iii) negotiate the issue, which is the subject of any proposed legal action, in good faith with the City Solicitor and/or other City official(s).

Section 11.6 --- NON-EXCLUSIVITY OF REMEDY

No decision by the Issuing Authority or the City to invoke any remedy under this Renewal License or under any statute, law or ordinance shall preclude the availability of any other such remedy.

Section 11.7 --- NO WAIVER-CUMULATIVE REMEDIES

(a) No failure on the part of the City to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the City under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) A waiver of any right or remedy by the City at any one time shall not affect the exercise of such right or remedy or any other right or remedy by the City at any other time. In order for any waiver of the City to be effective, it shall be in writing. Subject to Section 10.2 supra, the failure of the City to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the City to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1 --- CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall maintain, operate and staff a full-time customer service office within the City of Malden, for the purpose of receiving customer inquiries and complaints, made in person or by telephone, including without limitation, those regarding billing, Service, installation, equipment malfunctions and answering general inquiries. Said customer service office shall be open for walk-in business Monday through Friday, excluding holidays, during normal business hours, including evenings.

(b) Said customer service office hours may be changed reasonably at the discretion of the Licensee; provided, however, that (i) the Licensee shall give the Issuing Authority at least thirty (30) days advance notice of any such change(s), (ii) the Licensee shall take into account any possible concerns raised by the Issuing Authority regarding such possible changes and (iii) in no event shall said office be open less than forty (40) hours per week, excluding holidays, for the entire term of this Renewal License, including evening hours.

(c) To make itself more accessible to its Everett subscribers, the Licensee shall operate at least one (1) payment center in the City for the term of this Renewal License.

Section 12.2 --- TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives at its customer service office to handle all Subscriber calls, during the following hours: 9:00 AM to 9:00 PM, Monday-Saturday, provided, however, that the Licensee may change said hours upon thirty (30) days advance notice to the Issuing Authority in writing.

(b) The Licensee's main customer service office(s) shall have a publicly listed local telephone number for Everett subscribers.

(c) The Licensee shall add additional telephone lines and customer service representatives when existing telephone lines are "substantially utilized." For purposes of this Section 12.2, "substantially utilized" shall occur when the Licensee demonstrates an inability to answer, with a customer service representative and not electronically, under normal operating conditions, an average of ninety percent (90%) of its incoming service calls on an hourly basis during normal business hours including, but not limited to, those dealing with repairs, sales, installation, billing and inquiries, within thirty (30) seconds of the time that a Subscriber's call to the Licensee is connected, including wait time, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section 12.1 above, measured on a quarterly basis,

(e) The Issuing Authority shall have the right to direct the Licensee to submit a "busy study" from the telephone company which provides service to the Licensee, if the quarterly reports, subject to Section 13.5 infra, do not clearly document that the Licensee's telephone lines are accessible to Subscribers as required herein.

Section 12.3 --- ANSWERING SERVICE

At all other times than those listed directly above, throughout the entire term of this Renewal License, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her complaint will be referred to the Licensee's Customer Service Department for response. If requested, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4 --- INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall provide Cable Service(s) to Everett residents who request Service within seven (7) days of said request,

(b) In arranging appointments for either installation visits or service calls, the Licensee shall offer to the resident or Subscriber in advance a choice of whether said installation visit or service call will occur in the appointed morning (9:00 AM to 12:00 PM), afternoon (12:00 PM to 5:00 PM) or, if applicable, evening (5:00 PM to 7:00 PM).

(c) Failure of the Licensee through its own fault to install cable or make the service call as scheduled shall require the Licensee to offer automatically a priority cable installation or service call to the affected resident or Subscriber at a time mutually agreeable to the Licensee and said resident or Subscriber, but in no case later than three (3) days following the initial installation or service call date, unless mutually agreed to otherwise by the resident or said Subscriber and the Licensee. The Licensee shall promptly notify Subscribers or affected residents in writing or by telephone of their right to a priority cable installation or service call in the event that the Licensee fails to make such scheduled call(s).

(d) The Licensee shall have the right, in compliance with applicable law, to charge Subscribers for service calls. The Licensee shall make installation and service calls to its Subscribers from

9:00 AM to 7:00 PM Monday through Friday and from 9:00 AM to 5:00 PM on Saturday, excluding Sundays and holidays. The Licensee shall not change said service call hours without first notifying the Issuing Authority of said changes thirty (30) days in advance.

(e) The Licensee shall respond to all requests for service or repair that are received during the business hours described in Section 12.1 above on a first-come, first serve basis. All of such requests shall be handled on the same day, if possible, provided that said service complaint or request for service is received by 2:00 P.M.; provided, however, that in all instances, requests for service calls shall be responded to within forty-eight (48) hours of said original call. Verification of the problem and resolution shall occur as promptly as possible.

(f) A Subscriber complaint or request for service received after regular business hours, as defined in Section 12.1 above, shall be acted upon the next business morning.

(g) The Licensee shall ensure that there are stand-by technicians on-call at all times after normal business hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar complaint calls or a number of calls coming from the same area.

(h) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(i) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

Section 12.5 --- FCC CUSTOMER SERVICE OBLIGATIONS

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as Exhibit 10.

Section 12.6 --- BUSINESS PRACTICE STANDARDS

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as Exhibit 9 and made a part hereof, as the same may exist or as may be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;

- (iii) Equipment Notification;
- (iv) Form of Bill
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 12.7 --- COMPLAINT RESOLUTION PROCEDURES

(a) The Licensee shall establish a procedure for resolution of complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all complaints regarding the quality of Service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or his designee(s) shall be responsible for receiving and acting upon such Subscriber complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or his designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved complaint regarding cable television operations, the Subscriber shall be entitled to file his or her complaint with the Issuing Authority or his designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or his designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such complaints.

c) Notwithstanding the foregoing, if the Issuing Authority or his designee(s) determines it to be in the public interest, the Issuing Authority or his designee(s) may investigate any multiple complaints or disputes brought by Subscribers arising from the operations of the Licensee.

d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber complaints, the Issuing Authority or his designee(s) may suggest appropriate amendments to the Licensee's procedures for the resolution of complaints, which the Licensee shall negotiate in good faith.

Section 12.8 --- DAMAGE OR LOSS OF EQUIPMENT

The Licensee shall comply with all provisions of 207 CMR 9.00, as amended, and any other applicable laws.

Section 12.9 --- REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.10 --- LOSS OF SERVICE-SIGNAL QUALITY

The Licensee shall comply with all applicable FCC statutes, regulations and standards relating to quality of the Signals transmitted over the Cable System. Upon a showing of a number of complaints from Subscribers that indicates a general or area-wide Signal quality problem concerning consistently poor or substandard Signal quality in the System, the Issuing Authority shall, after giving the Licensee fourteen (14) days notice and an opportunity to cure said deficiency, order the Licensee to correct said Signal quality deficiencies, within fourteen (14) days of said order; provided, however, that the Licensee may request additional time from the Issuing Authority in which to correct said deficiency, which permission shall not be unreasonably denied. The Issuing Authority and the Licensee shall enter into good faith discussions concerning possible remedies for consistent Signal degradation.

Section 12.11 --- EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to wear an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

Section 12.12 --- PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

Section 12.13 --- PRIVACY WRITTEN NOTICE

At the time of entering into an agreement to provide any Cable Service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.14 --- MONITORING

Neither the Licensee nor its agents nor the City nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, monitoring signal leakage, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel usage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall

destroy all subscriber information of a personal nature after a reasonable period of time except as authorized not to do so by the affected Subscriber.

Section 12.15 --- DISTRIBUTION OF SUBSCRIBER INFORMATION

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.16 --- POLLING BY CABLE

No poll or other Upstream response of a Subscriber or User shall be conducted or obtained, unless (1) the program of which the Upstream response is a part shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll or Upstream response, and (2) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results of Upstream responses only in the aggregate and without individual references.

Section 12.17 --- INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS

Except as permitted by §631 of the Cable Act, neither the Licensee nor its agents nor its employees shall make available to any third party, including the City, information concerning the viewing habits or subscription package decisions of any individual Subscriber. If a court authorizes or orders such disclosure, the Licensee shall notify the Subscriber not less than fourteen (14) calendar days prior to disclosure, unless such notification is otherwise prohibited by applicable law or the court.

Section 12.18 --- SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY
INFORMATION

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's Customer Service Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.19 --- PRIVACY STANDARDS REVIEW

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1 --- GENERAL

(a) Upon request of the Issuing Authority, the Licensee shall promptly submit to the City any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the City pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to its counsel, who shall confer with the City Solicitor for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2 --- CONSTRUCTION REPORTS

The Licensee shall furnish the Issuing Authority, and/or his designated representatives, on a monthly basis, with progress reports indicating in detail the progress in, and areas of, construction and upgrade of the Cable Television System, in accordance with the terms and schedule for such upgrade set forth in Sections 3.1 and 3.2 herein. The first such report shall

be submitted within thirty (30) days of the commencement of any such construction and/or upgrade and shall be updated every thirty (30) days thereafter, until the Licensee completes one hundred percent (100%) of such construction and/or upgrade.

Section 13.3 --- FINANCIAL REPORTS

(a) No later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority with Commission Forms 200 and 300 showing a balance sheet sworn to by the Greater Boston Division Chief Financial Officer. Said forms shall contain such financial information specific to the Everett Cable Television System.

(b) The Licensee shall furnish the Issuing Authority and/or his designee(s), no later than one hundred and twenty (120) days after the end of the Licensee's fiscal year, the Statement of Income; Form 300, in accordance with 207 CMR 7.02 of the Commission's regulations.

(c) The Licensee shall also provide a separate report including the following:

i} All Subscriber and all other revenues of any kind, including, but not limited to, regular Basic service charges, pay programming charges, pay-per-view revenues, installation revenues (including reconnection, second set, etc.), advertising revenues, leased access revenues, home shopping services revenues and any other revenues from cable service.

ii} Any other reports required by State and/or federal law.

Section 13.4 --- CABLE SYSTEM INFORMATION

Upon written request, but no more than annually, the Licensee shall file with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of plant miles in construction or completed.

Section 13.5 --- IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with the requirements of this Renewal License, upon written request of the Issuing Authority, the Licensee shall provide the Issuing Authority with a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.6 --- SUBSCRIBER COMPLAINT REPORT

The Licensee shall submit a completed copy of Commission Form 500B (See Exhibit 11) to the Issuing Authority, or his designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st. The Licensee shall record all written and verbal complaints of its Subscribers on said Form 500B.

Section 13.7 --- SERVICE INTERRUPTION REPORT

The Licensee shall submit a completed copy of Commission Form 500C (See Exhibit 12) to the Issuing Authority, or his designee, no later than two (2) weeks after each of the following dates: March 31st, June 30th, September 30th and December 31st.

Section 13.8 --- INDIVIDUAL COMPLAINT REPORTS

Subject to Section 12.10 supra, the Licensee shall, within ten (10) business days after receiving a written request from the City, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken, as allowed by applicable law.

Section 13.9 --- INITIAL PERFORMANCE TESTS

Initial proof of performance testing shall occur within ninety (90) days of System Completion. Should performance prove defective, the defect shall be appropriately corrected promptly and another proof of performance test shall be scheduled. The costs of such tests shall be borne solely by the Licensee.

Section 13.10 --- ANNUAL PERFORMANCE TESTS

Unless required otherwise by applicable State or federal law and/or regulation, the Licensee shall conduct, on a bi-annual basis, performance tests to ensure compliance with the technical specifications in Section 3.5 supra and Exhibit 1 attached hereto, including, without limitation:

- a) Signal level of video carrier of each activated channel;
- b) System carrier to noise level(s) measured at a low and high VHF;
- c) System hum modulation measured at any one frequency.

The costs of such tests shall be borne exclusively by the Licensee.

Upon request, the above tests shall be submitted to the Issuing Authority, or his designee, on a bi-annual basis within thirty (30) calendar days after completion of such testing. Unless otherwise required by applicable law or regulation, said reports shall also include, without limitation, the name of the engineer who supervised the test; a description of test equipment and procedures used; measurement of locally receivable Signals; an assessment of the picture quality available from the access equipment; the weather conditions under which such tests were taken; measurements of Cable System performance as required in Section 3.5 supra; and a statement of the Licensee's adherence to all performance standards, and if said standards are not satisfactorily met, a statement as to what corrective action is to be taken.

Section 13.11 --- QUALITY OF SERVICE

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall have the right and authority to require the Licensee to test, analyze and report on the performance of the Cable Television System. The Licensee shall fully cooperate with the Issuing Authority in performing such testing and shall prepare the results and a report, if requested, within thirty (30) days after notice for the same.

Said report shall include the following information:

- 1) the nature of the complaint or problem which precipitated the special tests;
- 2) the system component tested;
- 3) the equipment used and procedures employed in testing;
- 4) the method, if any, in which such complaint/problem was resolved; and
- 5) any other information pertinent to said tests and analysis which may be required.

At the conclusion of said thirty (30) day period, additional tests may be required by the Issuing Authority, supervised by a professional engineer at terms satisfactory to both the Licensee and the Issuing Authority. The Licensee shall pay for the costs of such engineer only if the tests performed show that the quality of service is below the standards set forth in Section 3.5 supra and Exhibit 1, attached hereto.

Section 13.12 --- DUAL FILINGS

If requested, the Licensee shall make available to the City, at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder and subject to Section 13.1 supra,.

Section 13.13 --- ADDITIONAL INFORMATION

At any time during the term of this Renewal License, upon the reasonable request of the Issuing Authority, the Licensee shall not unreasonably deny any requests for further information which may be required to establish the Licensee's compliance with its obligations pursuant to this Renewal License and subject to Section 13.1 supra.

Section 13.14 --- INVESTIGATION

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a City governmental agency.

ARTICLE 14

EMPLOYMENT

Section 14.1 --- EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 14.2 --- NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1 --- ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supersedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2 --- CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3 --- SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4 --- ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, upgrade, installation, maintenance or operation of the Cable Television System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5 --- RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License.

Section 15.6 --- WARRANTIES

The Licensee warrants, represents and acknowledges, and agrees that at or before the Execution Date of this Renewal License:

(i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;

(ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

(iii) This Renewal License is enforceable against the Licensee in accordance with the provisions herein, subject to applicable State and federal law; and

(iv) There is no action or proceedings pending or threatened against the Licensee which would interfere with its performance of this Renewal License.

(v) None of the officers, directors or managers of the Licensee have any relation or interest in any local broadcast station or telephone company that would be in violation of Section 613 of the Cable Act; and

(vi) Pursuant to Section 625(f) of the Cable Act, the performance of all terms and conditions in this Renewal License is commercially practicable.

Section 15.7 --- FORCE MAJEURE

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; and unavailability of essential equipment, services and/or materials and/or other matters beyond the control of the Licensee.

Section 15.8 --- REMOVAL OF ANTENNAS

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9 --- SUBSCRIBER TELEVISION SETS

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets, subject to applicable law; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10 --- APPLICABILITY OF RENEWAL LICENSE

All of the provisions in this Renewal License shall apply to the City, the Licensee, and their respective successors and assignees.

Section 15.11 --- NOTICES

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Mayor, City of Everett, Everett City Hall, 484 Broadway, Everett, Massachusetts 02149, or such other address as the Issuing Authority may specify in writing to the Licensee.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the President, Time Warner Cable, Greater Boston Division, 300 Commercial Street, 12 Riverview Business Park, Malden, Massachusetts 02148, or such other address as the Licensee may specify in writing to the Issuing Authority.

(c) Whenever notice of any public meeting relating to the Cable Television System is required by law, regulation or this Renewal License, the Issuing Authority or his designee shall in addition to notice to the Licensee pursuant to subsection (b) above, publish notice of the same, sufficient to identify its time, place and purpose, in an Everett newspaper of general circulation once in each of two (2) successive weeks, the first publication being not less than fourteen (14) days before the day of any such hearing. The Issuing Authority or his designee shall also identify hearing(s) by periodic announcement on a community bulletin board channel between the hours of seven (7:00) PM and nine (9:00) PM for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(d) Subject to subsection (c) above, all required notices shall be in writing. The delivery shall be equivalent to personal notice, direction or order, and shall be deemed to have been given upon receipt.

Section 15.12 --- COST OF PUBLICATION

The Licensee shall assume all costs of publication, printing and distribution of this Renewal License for the use of, and at the request of, the Issuing Authority, up to a limit of twenty-five (25) copies.

Section 15.13 --- NON-RECOURSE

The Licensee shall have no recourse whatsoever against the Issuing Authority or its officials, boards, commissions, agents, or employees other than in instances of gross negligence, violation of constitutional rights, criminal acts or breach of contract for any loss, costs, expenses or damage arising out of any provision or requirements of this Renewal License or because of enforcement of this Renewal License except as otherwise expressly provided for herein or permitted pursuant to the Cable Act or other applicable law.

Section 15.14 --- CITY'S RIGHT OF INTERVENTION

The City hereby reserves to itself, and the Licensee acknowledges the City's right as authorized by applicable law or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License.

Section 15.15 --- TERM

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

TABLE OF EXHIBITS

Exhibit 1	FCC Technical Standards
Exhibit 2	Initial Signal Carriage
Exhibit 3	[Deleted]
Exhibit 4	VCR Policies and Options
Exhibit 5	Drops, Outlets and Monthly Service to Public Buildings
Exhibit 6	Drops, Outlets and Monthly Service to Public Schools
Exhibit 7	Institutional Network Schematic Specifications and Equipment List
Exhibit 8	Institutional Network Drops
Exhibit 9	207 CMR 10.00
Exhibit 10	FCC Customer Service Obligations

Exhibit 11 Massachusetts Cable Commission Form 500 B

Exhibit 12 Massachusetts Cable Commission Form 500 C

Exhibit 13 The Cable Communications Policy Act
of 1984 and the Consumer Protection and
Competition Act of 1992

Signature Page

Exhibit 1

FCC Technical Standards

Exhibit 2

Initial Signal Carriage

BASIC SERVICE	STANDARD SERVICE	PREMIUM SERVICE
WGBH MASS PBS	WGBH MASS PBS	HOME BOX OFFICE
PUBLIC ACCESS	PUBLIC ACCESS	SHOWTIME
WBZ BOSTON NBC	WBZ BOSTON NBC	THE DISNEY CHANNEL WCVB
BOSTON ABC	WCVB BOSTON ABC	THE MOVIE CHANNEL
WLVI BOSTON IND	WLVI BOSTON IND	NESN
WHDH BOSTON CBS	WHDH BOSTON CBS	SPORTSCHANNEL
WSBK BOSTON IND	WSBK BOSTON IND	THE PLAYBOY CHANNEL
WFXT BOSTON FOX	WFXT BOSTON FOX	CINEMAX
WBAU BOSTON IND	WBAU BOSTON IND	HOME BOX OFFICE 2
WENH NH PBS	WENH NH PBS	HOME BOX OFFICE 3
WGBX	MASS PBS	WGBX MASS PBS
SHOWTIME 2	WUNI IND UNIVISION	WUNI IND UNIVISION
WNDS DERRY IND	WNDS DERRY IND	PAY PER VIEW SERVICE
EDUCATIONAL ACCESS	EDUCATIONAL ACCESS	HOT CHOICES
MUNICIPAL ACCESS	MUNICIPAL ACCESS	REQUEST I
WHSB MARLBORO IND	WHSB MARLBORO IND	VIEWERS CHOICE CH
WMFP LAWRENCE IND	WMFP LAWRENCE IND	VIEWERS CHOICE 1
PREVUE GUIDE	PREVUE GUIDE	SPICE
THE FAMILY CHANNEL	A LA CARTE SERVICE	NICKELODEON

AMC	ARTS & ENTERTAINMENT	DISCOVERY
THE WEATHER CHANNEL	WTBS	LIFETIME
ENCORE	THE NASHVILLE NETWORK	ESPN 2
COMEDY CENTRAL / VH-1	ESPN	CNBC
TNT-TURNER NETWORK TV	USA NETWORK	CNN HEADLINE NEWS
CNN CABLE NEWS NETWORK	MTV	BLACK ENTERTAINMENT TELEVISION
QVC	REAL ESTATE PLUS	C-SPAN
COURT TV	BOSTON CATHOLIC TELEVISION	BRAVO
RAI		

Programming Lineup as of 9/95. Subject to change at the sole discretion of the Licensee.

Exhibit 3

[DELETED]

Exhibit 4

VCR Policies and Procedures

Exhibit 5

Drops, Outlets and Service to Public Buildings

Building	Address
City Hall	484 Broadway
Police Station	45 Elm Street
Fire Station	384 Broadway
Fire Station	239 Ferry Street
Fire Station	54 Hancock Street
Armory	90 Chelsea Street
Public Works Building	48 East Elm Street
Recreation Center	47 Elm Street
Parlin Library	410 Broadway
Everett Stadium	21 Whittier Dr.
Senior Center	21 Whittier Dr.
School Administration Bldg.	Vine & Chelsea Sts.
Chamber of Commerce	459 Broadway

Exhibit 6

Drops, Outlets and Service to Public Schools

School	Address
Everett High School	548 Broadway
Parlin Jr. High School	587 Broadway
Webster School	Dartmouth Street
Horace Mann School	Prospect Street
Lewis School	Floyd Street
Lafayette School	Shute Street
Hamilton School	Nichols Street
Hale School	Glendale Street
Devens School	Church Street
Center School	Broadway
St. Anthony's	54 Oakes Street
Immaculate Conception	51 Summer Street

Exhibit 7

Institutional Network Schematic Specifications and Equipment List

Exhibit 8

Institutional Network Drops

Building	Address
City Hall	484 Broadway
Everett High School	548 Broadway
Center School	Broadway

* Remote Origination Points

Exhibit 9

207 CMR 10.00 through 10.10

Exhibit 10

FCC Customer Service Obligations

Exhibit 11

Massachusetts Cable Commission Form 500 B

Exhibit 12

Massachusetts Cable Commission Form 500 C

Exhibit 13

The Cable Communications Policy Act of 1984

and

The Consumer Protection and Competition Act of 1992

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Mayor of the City of Everett, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by Time Warner Cable.

The City of Everett, MA
John R. McCarthy
Mayor
Date: January 11, 1996

Time Warner Cable
Carol A. Hevey
Division President

Witnessed By:
John Kryzovic
Date: _____

Witnessed By:
Nick Leuci